

BYLAWS OF
CENTRAL IOWA EMPLOYMENT AND
TRAINING CONSORTIUM

ARTICLE I. OFFICES

Section 1. The principal office of the Consortium shall be located in the City of Des Moines, County of Polk, State of Iowa, and shall be the same as the Consortium Administrative and Services Offices.

Section 2. The Executive Director of the Consortium shall be the agent for service of process or agent for receipt of any and all notices to be given to or served upon the Consortium.

ARTICLE II. CONSORTIUM BOARD

Section 1. General Powers. The business and affairs of the Consortium shall be conducted by its Board. The Board may authorize any officer or officers, agent or agents, to accomplish or execute any act in the name of the Consortium, except those matters expressly reserved to the Consortium in the Consortium Agreement. In the absence of a quorum at any regular or special meeting, as defined in this Article, Section 6, the Executive Committee established by Article VIII is the general body authorized to conduct business coming before the Consortium. This delegation of authority to the Executive Committee to act in the absence of a quorum of the Consortium is limited to those matters of business which are urgent in nature and cannot reasonably await the Consortium's next, regularly-scheduled meeting. When any action by the Executive Committee is taken in the absence of a quorum of the Consortium, such specific action shall be brought to the attention of the full Consortium at its next, regularly-scheduled meeting to be ratified by Motion.

Section 2. Number, Tenure, and Qualifications. The number of members of the Consortium shall be fourteen (14), as follows: One (1) elected official from the Counties of Boone, Dallas, Jasper, Madison, Marion, Story, Warren; four (4) from the County of Polk; and three (3) from the City of Des Moines. Each elected public official or appointee must be selected by the chairman of the Board of Supervisors of the respective county or the Mayor of the City of Des Moines, and approved by the respective elected body. The alternate may be another elected official or appointee of that County or City, as designated by the elected official or appointee of that County or City, as designated by the elected body or Board member. Notification of the appointment of individual members and alternates shall be given to the Executive Director of the Consortium by the official making such appointment. The appointment of each member will automatically renew each year unless that member's elected body appoints another representative.

Section 3. Regular Meeting. A regular meeting of the Board shall be held during the last week of January of each year and during the last week of July of each year.

The Board may provide, by resolution, the time and place for the holding of additional regular meetings (see Section 5).

Section 4. Special Meetings. Special meetings of the Board may be called by the Chairperson of the Board, or any two (2) regular members. The person or persons authorized to call special meetings of the Board may fix any place, within Polk County, as the place for holding any special meeting of the Board (see Section 5).

Section 5. Notice. Notice of any special and/or regular meeting of the board shall be given at least five (5) working days previous thereto by written notice delivered personally, sent by mail, fax, or telegram to each member at his or her business address and to the presiding elected officer of each governmental entity. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, properly addressed, with the proper postage affixed thereto, prepaid. If notice is given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any member may waive notice of any meeting. The attendance by a member or his or her alternate at a meeting shall constitute a waiver of notice of such meeting, except where a member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted and the purpose of a regular or special meeting of the Board shall be specified in the notice or waiver of notice of such meeting. The Executive Director of the Consortium shall give the public notice of each regular and special meeting as required by Chapter 21, Code of Iowa, and prepare the agenda for each regular and special meeting.

Section 6. Quorum. A majority of the number of votes that may be cast at any meeting as fixed by Section 2 of this Article shall constitute a quorum for the transaction of business at any meeting of the Consortium Board. Any county must have a duly authorized regular member or alternate present in order to be entitled to vote. Proxy votes may not be utilized. If less than a majority as herein described is present at any meeting, a majority of the Board present may adjourn the meeting from time to time.

Section 7. Vacancies. Any vacancy occurring on the Consortium Board shall be filled in the same manner as in Section 2 of this Article.

Section 8. Presumption of Assent. A member of the Consortium who is present at a meeting of the Consortium at which action on any Consortium matter is taken shall be presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by restricted certified mail to the Secretary within twenty-four (24) hours following the adjournment of the meeting. The right to dissent shall not apply to a member who voted in favor of the action.

ARTICLE III. OFFICERS

Section 1. Number. Only members of the Consortium Board shall be officers, which shall be a Chairperson, Vice Chairperson and Treasurer, each of whom shall be elected by the Board. The Chairperson of the Board shall appoint an individual to act as Secretary of the Board.

Section 2. Election and Term of Office. The officers to be elected by the Consortium Board shall be elected annually at the meeting in January of each year. Initially, the officers shall be elected at the first organizational meeting of the Consortium in July and hold office until the first meeting in January. If the election of officers shall not be held at the January meeting, such election shall be held as soon thereafter as conveniently possible. Each officer shall hold office until his or her successor shall have been duly elected and qualified or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided.

Section 3. Removal. Any officer elected by the Board or appointed by the Chairperson may be removed by a majority vote of the Consortium whenever in its judgment the best interest(s) of the Consortium would be served thereby.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise shall be filled, in the case of the Chairperson, Vice Chairperson, and Treasurer, by the Consortium Board and, in the case of the Secretary, by the Chairperson.

Section 5. Chairperson. The Chairperson shall be the principal executive officer of the Consortium and, subject to the control of the Consortium Board, shall in general supervise and control all of the business and affairs of the Consortium. Said Chairperson shall set the Executive Director's salary and give incremental supplemental pay based on performance. He or she shall, when present, perform all duties incidental to the office of Chairperson and such other duties as may be prescribed by the Consortium Agreement, Bylaws, or by the Consortium Board.

Section 6. Vice Chairperson. In the absence of the Chairperson or in the event of his or her death, inability or refusal to act, the Vice Chairperson shall perform the duties of the Chairperson, and when so acting, shall have all the powers of and be subject to all of the restrictions upon the Chairperson; and in addition thereto, shall perform such other duties as may be assigned to him or her by the Chairperson or by the Consortium Board or prescribed by these Bylaws.

Section 7. Treasurer. The Treasurer shall, in general, supervise all of the financial affairs of the Consortium. He or she shall, when present, preside at all meetings of the Consortium Budget Committee, present the budget to the Consortium, and shall perform such other duties as may be prescribed by the Consortium Agreement, Bylaws, or by the Consortium Board.

ARTICLE VI. WAIVER OF NOTICE

Whenever any notice is required to be given to any member of the Consortium under the provisions of these Bylaws, a waiver thereof, in writing, signed by the person entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VII. AMENDMENTS

The Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by the Consortium Board at any regular or special meeting of the Board. All changes must be adopted by a majority of the Consortium Board and the proposed amendments be sent to members 30 days prior to being voted on.

ARTICLE VIII. EXECUTIVE COMMITTEE

Section 1. Members. The Executive Committee shall consist of the Chairperson, Vice Chairperson, and Treasurer of the Consortium, and two (2) alternates elected by the Consortium to serve as needed in order to make a quorum. Where these positions do not include a representative of the outlying counties, a member of the outlying counties shall be included. Each Executive Committee member shall be entitled to one vote. A quorum of the Executive Committee shall be required for the conduct of its business.

Section 2. Duties. The duties of the Executive Committee are as follows:

- (a) To assure the ongoing conduct of the business affairs of the Consortium pursuant to authority specifically delegated by the Consortium;
- (b) To review the staffing pattern and salaries of agency personnel hired by the Executive Director, within such staffing guidelines as the Consortium may from time to time determine;
- (c) To appoint special committees;
- (d) To undertake such other and further duties as may be delegated by the Consortium;
and
- (e) To act upon any item of business scheduled for action by the full Consortium at one of its regular or special meetings where no quorum of the Consortium is present and the item of business is such that it cannot reasonably await the Consortium's next, regularly-scheduled meeting. At any time the Executive Committee takes action on behalf of the full Consortium and in the absence of a quorum of that body, the Chairperson shall make report to the Consortium Secretary who shall cause report of such action to be made at the next, regular Consortium meeting for ratification by Motion.

Section 3. Meetings. The time and place for the meetings of the Executive Committee shall be decided by the Committee.

ARTICLE IX. COMMITTEES

Section 1. Personnel Committee. The Committee will consist of Committee Chairs and a representative from the Private Industry Council. They will evaluate and report to the full Board if any grievance is filed with the committee.

ARTICLE X. DUTIES OF THE EXECUTIVE DIRECTOR

Section 1. Duties. The Executive Director shall be responsible for:

- (a) Coordination of all staff and consultant services provided to the Consortium, the Executive Committee, and the Advisory Committees;
- (b) Preparing and administering the annual work program and budget;
- (c) Employing, retaining, removing and setting the salary of all personnel as he or she deems necessary within the limits of the budget and policy established by the Consortium; and
- (d) Performing all other duties delegated by the Consortium or Executive Committee.

Section 2. Represent. The Executive Director shall, in the absence of an Executive Board member, represent the Consortium or Executive Committee before any public agency or public officer. Toward this end, he or she shall make official recommendations in accordance with policies set forth by the Consortium. Where there is an obvious conflict of interest, public controversy, or uncertainty as to the approved plan, policies or procedures, presentation of the matter shall receive prior approval by the Consortium, Chairperson, or Vice Chairperson. The Executive Director shall have the authority, within limits of policy as formulated by the Consortium, to conduct a program of public relations and to execute documents in the name of the Consortium.

Section 3. Discretion. The Executive Director may recommend to the Consortium any policy amendments or revisions. He or she shall exercise discretion in the interpretation of policies and procedures as provided for by the Consortium and Bylaws.

Section 4. Delegation of Executive Authority. During a temporary absence by the Executive Director, the Operations Director/Services Manager will be responsible for agency operations. In the absence of both the Executive Director and the Operations Director/Services Manager, the Executive Director may authorize a designee to act in his or her behalf.

Current as of 7/27/95
(including all amendments)